



City of *Leander* Texas

**RFP #S16-012  
Employee Health Benefits**

**Due Date for Responses:  
May 23, 2016 2:00 P.M. CST**

City of Leander Request For Proposal  
RFP No. **S16-012**  
Date Issued: May 2, 2016

**TABLE OF CONTENTS**

1.0	General Terms and Conditions	1
2.0	Special Conditions	
2.1	Legal Requirements	6
2.2	Insurance Requirements	7
2.3	Proposal Terms	8
2.4	Grading Criteria	9
3.0	Specifications	
3.1	Medical Plan Coverage	11
3.2	Dental Plan Coverage	12
3.3	Group Life/AD&D Plan	13
3.4	Voluntary Life/AD&D Plan	14
3.5	Voluntary Long Term Disability and Voluntary Short Term Disability	14
3.6	Group Voluntary Products – Accident & Cancer	16
4.0	Scope of Work	
4.1	General Requirements	16
4.2	Necessary Services	18
4.3	Required Information	19

**FORMS TO BE RETURNED WITH PROPOSAL**

5.0	Respondent Profile	20
6.0	Offer Response Form	21
7.0	Deviation or Compliance Form	22
8.0	Release & Indemnification	23
9.0	Non-Collusion Acknowledgment	24
10.0	Suspension or Debarment Certificate	24
11.0	Cooperative Purchasing	25
12.0	Confidentiality and Ethics	26
13.0	Conflict of Interest	28
14.0	W-9 Form	29

**ATTACHMENTS**

- Attachment A Questionnaire
- Attachment B Plan Specifications
- Attachment C Census
- Attachment D Provider Disruption
- Attachment E Prescription Drug Disruption

City of Leander  
200 W. Willis  
Leander, Texas 78641

**This is a Request for Proposal (RFP)**

**RFP Key Events Schedule**

<b>RFP Released</b>	<b>May 2, 2016</b>
<b>Deadline for Questions for RFP</b>	<b>May 18, 2016 at 5:00 PM CST</b>
<b>Proposals Due</b>	<b>May 23, 2016 at 2:00 PM CST</b>
<b>Effective Date of Contract</b>	<b>October 1, 2016</b>

**1.0 General Conditions**

- 1.1 The City has retained the services of Arthur J. Gallagher & Co. ("Consultant") to assist the City in analyzing Respondents pricing, services, and capabilities for plans proposed to the City. The Consultant has been paid a consulting fee for assisting the City in creating this RFP and in assisting the City with obtaining the most advantageous proposals.

1.1.1 This Request for Proposal ("RFP") shall be on file in the Consultants Office, 4411 South IH-35, Suite 105, Georgetown, TX 78626, from 8:00 A.M. until 5:00 P.M., Monday through Friday, and available to interested individuals and entities ("Proposers") from the Date Issued until May 23, 2016 at 2:00 P.M.

**1.1.2 Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.**

- 1.2 All responses to this RFP ("Proposals") shall be submitted on the attached response forms (pages 20-29 of this RFP). Proposals must be received by the City of Leander Purchasing Department at or before 2:00 P.M. CST on May 23, 2016. Each Proposal must be properly identified with the subject title and date and time due. Proposals shall be submitted BOTH
- 1) in written, hard-copy format, one original and four (4) copies, and
  - 2) in electronic format on a CD or USB drive (2 copies), and delivered in a sealed envelope to:

**City of Leander  
Purchasing Department  
200 W. Willis  
Leander, Texas 78641**

**FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

- 1.3 All Proposals shall be addressed as shown below:

City of Leander  
Purchasing Department  
Employee Health Benefits  
RFP #S16-012

**Due Date and Time: May 23, 2016 at 2:00 PM CST**

200 W. Willis  
Leander, Texas 78641

**READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**

- 1.4 During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to the Consultant, Arthur J. Gallagher & Co. and faxed to 512-930-7701 at least five (5) business days prior to the due date (on or before May 18, 2016). Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. The Consultant's phone number is 512-930-8344.
- 1.5 Any material information provided one Proposer concerning this RFP shall be provided to all Proposers who have received the RFP by email or mail.

**All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the contact named herein.

- 1.6 All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form (Article 5.0 of this RFP) will disqualify Proposer. Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this proposal.
- 1.7 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 7.0 of this RFP) upon submission of your Proposal. Listing of deviations is an integral and required

part of your Proposal. Any deviations not listed on the Deviation Form (Article 7.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.

- 1.8 There will be no formal proposal opening at the expiration of the response deadline. Respondent submissions received by the due date and time will be acknowledged. Any proposal received after the time and date stated above, regardless of delivery, will not be considered and will be returned to the respondent unopened.
- 1.9 The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, waive any irregularities or informalities in the submittal received and award the contract in the best interest of the City.
- 1.10 Best and final offers may be requested of the finalists.
- 1.11 In establishing an agreement as a result of the solicitation process, the City may:
  - 1.11.1 Review all submittals and determine which Respondents are reasonably qualified for award of the agreement.
  - 1.11.2 Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
  - 1.11.3 Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
  - 1.11.4 If negotiations are successful, enter into an agreement or issue a purchase order.
  - 1.11.5 If not successful, formally end negotiations with that Respondent. The City may then:
    - 1.1.1.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
    - 1.1.1.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- 1.1.2. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- 1.1.3. The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.1.4. In case of a discrepancy between the unit price and the extended total for an item, unit price shall govern. An opened Proposal may not be changed for the purpose of correcting any error by the Proposer or Proposer's agent.
- 1.1.5. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider proposed fees, reputation, experience, past performance, financial capacity, quality of the respondent's plan design(s), the extent to which the services meet the City's needs; and any relevant criteria specifically listed in the solicitation.

- 1.1.6. The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.
- 1.12 The RFP award(s) are anticipated to be made within a reasonable time after the RFP closing date. The City may reject or award an RFP on a per item or service basis. Results may be obtained by contacting the consultant.
- 1.13 The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. .
- 1.14 If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:
  - 1.14.1 Deduct charges from successful Proposer's invoice at the time it is due; or
  - 1.14.2 Cancel the contract at the City's convenience, without penalty, by furnishing written notice of termination to Proposer, and select another Proposal and award a contract to its Proposer pursuant to the terms thereof.
- 1.15 At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
- 1.16 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.17 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.18 Any contract awarded pursuant to this RFP is not assignable.
- 1.19 Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.
- 1.20 Trade secrets and confidential information contained in a proposal may be open to public inspection. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" at the appropriate place.

The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General  
Open Records Division  
P.O. Box 12548  
Austin, TX 78711  
Fax 512-463-2092

- 1.21 The obligations of the parties under a contract awarded through this RFP are primarily performable in Williamson County, Texas. Exclusive venue shall be Williamson County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.22 The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.23 No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.
- 1.24 Pricing shall remain firm during the initial term of the agreement.. The City of Leander would prefer rates to be guaranteed for 24 or 36 month terms. However, if the vendor cannot guarantee rates for the preferred time period, a minimum of a 12 month rate guarantee is required. The contract shall become effective October 1, 2016.
- 1.25 The successful respondent(s) shall have the option of renewing the contract for a maximum of four (4) additional one (1) year terms to be awarded one (1) contract-year at a time, subject to the City's legal provisions, budget tolerance, approval of funding and review of the service provided by the contractor, and if mutually agreed to by the City and the contracted vendor.
- 1.26 The awarded Proposer must agree to providing the renewal at least four (4) months in advance of the anniversary date.

## **2.0 Special Conditions**

## 2.1 Legal Requirements.

2.1.1 All parties submitting proposals are expected to comply with federal, state and local laws and mandates relative to the preparation of proposals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA), including the six month state continuation following COBRA; Family and Medical Leave Act (FMLA); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its corresponding regulations, Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

2.1.2 Respondents need to adhere to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, disability or political affiliation or belief. Also, no insurance policy should be offered, that would discriminate against any employee of the City.

2.2 The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

2.2.1 Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

2.2.2 The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor  
Andrea Navarrette, Council Member Place 1  
Michelle Stephenson, Council Member Place 2  
Shanan Shepherd, Council Member, Place 3  
Ron Abruzzese, Council Member Place 4  
Jeff Seiler, Council Member Place 5  
Troy Hill, Council Member Place 6



Kent Cagle, City Manager  
Tom Yantis, Assistant City Manager  
Robert Powers, Finance Director  
Cindy Hignite, Human Resources Director  
Joy Simonton, Purchasing Agent  
Paige Saenz, City Attorney

2.2.3 A completed CIQ Form, page 28, is required with each response.

2.2.4 Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

2.2.5 The successful Proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Review Code, and all State of Texas revenue, workers compensation, and unemployment insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from the City and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationships between the Respondent and City, and the City will not be liable for any obligation incurred by the Respondent.

## 2.2 Insurance Requirements

2.2.1 The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

### A. Workers' Compensation and Employers' Liability

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$ 100,000 Each Accident  
\$ 500,000 Disease-Policy Limit  
\$ 100,000 Disease-Each Employee

### iii. Waiver of Subrogation

### B. Commercial General Liability

- i. Bodily Injury & Property Damage  
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$ 500,000

iii. Each Occurrence Limit \$1,000,000

2.2.2 The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits

i. Bodily Injury & Property Damage	
Combined Single Limit:	\$1,000,000
ii. Medical Payments:	\$ 5,000 Per Person
iii. Uninsured/Underinsured Motorist	\$ 100,000

2.2.3 Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 200 W. Willis, Leander, TX 78641.

2.3 Proposal Terms. By signing and submitting this Proposal, Proposer agrees:

2.3.1. To hold this Proposal open for ninety (90) days after the May 23, 2016 due date for review of the Proposal.

2.3.2. To furnish goods and services in strict compliance with the terms, conditions, Specifications, and performance requirements of this RFP.

2.3.4. That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via mail, courier, or personal delivery to:

City of Leander  
Accounts Payable  
PO Box 319  
Leander, Texas 78646

2.3.5. The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.

2.4 Grading Criteria. Proposal responses will be graded on the following criteria:

A. Cost

Cost will be an important, but not overriding factor, considering the following components:

- Premium rates
- variable costs including but not limited to costs stated as a percentage of paid claims, cost management (i.e., shifting of more/less workload to City staff);
- conversion costs due to changing carriers;
- cost incurred to change EDI file feeds;
- fixed costs including but not limited to insurance costs and administrative costs;
- ability to reduce claims expense and provide network discounts while maintaining a high level of network access; and
- financial stability including but not limited to AM Best rating and financials.

B. Cost Containment / Innovative Solutions

Proposer's demonstrated and proposed ability to implement innovative cost containment solutions is a significant factor to provider selection, including but not limited to:

- provider cost and quality solutions;
- patient centered medical home (PCMH);
- value based benefit solutions; and
- health risk management solutions.

C. EDI Platform Compatibility

Respondent's demonstrated and proposed ability to interface with the on-line enrollment system vendor - Plan Source .

- any additional fees or set-up costs associated with the vendor to set-up EDI file feeds with the current Plan Source vendor.

D. Population Health Management Programs

Proposer's demonstrated and proposed abilities to improve health of the covered population, and to contain and prevent health plan costs, are critical factors in provider selection, including but not limited to the following factors:

- utilization review programs;
- case management programs;
- disease management programs;
- wellness programs, tools and resources; and
- dedicated wellness consultant and coordinator.

E. Communication

Evaluation will be based on Proposer's ability to communicate with the City including, but not limited to:

- educational material for employees;
- summary plan description capabilities;

- on-line resources and tools; and
- administrative kits for City.

F. Claims Processing

Evaluation will be based on, but not limited to, the following factors as detailed in proposal:

- turnaround time excluding medical review of claims;
- pending claims procedures;
- statistical accuracy;
- general service procedures;
- dedicated service team; and
- willingness to contractually establish performance criteria.

G. Past Performance and References

As demonstrated by:

- active and terminated references;
- past relationship with the City; and
- recognitions / reputation of Proposer
- Respondent shall provide the name, address, telephone number and e-mail address of a primary contact for at least four (4) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed with associated fees charged. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

### 3.0 Specifications

The City of Leander employs approximately 228 full-time (working at least 30 hours per week) and 2 retirees, who are eligible to participate in the City's benefit plan. All eligible dependents of active employees are allowed to elect coverage, provided the employee has also elected the same coverage. Dependent children who are under 26 years old are eligible, regardless of student status.

#### 3.1 Medical Plan Coverage

The City currently provides

- Dual Option Medical Plan through Blue Cross Blue Shield of Texas (BCBSTX). The City pays 100% of the employee only premium for both the Low Plan option and the Mid Plan option.
- Current Plan year begins on October 1, 2015 and ends on September 30, 2016.
- The City of Leander medical plan(s) have been insured through BCBSTX since October 1, 2009.
- New hires are eligible for insurance on the 1<sup>st</sup> of the month following date of hire.
- Below is a comparison of both medical plans:

<b>BCBS In-Network Medical Benefits</b>	<b>Low HSA Plan</b> Blue Choice Network	<b>Mid Co-Pay Plan</b> Blue Choice Network
<b>Annual Deductible</b> Co-pays do not accumulate	\$3,000 Individual \$6,000 Family	\$3,000 Individual \$9,000 Family
<b>Annual Out-of-pocket Maximum</b> Includes deductible, co-insurance and co-pays	\$6,350 Individual \$12,700 Family	\$5,600 Individual \$10,200 Family <i>(does not include Rx Out-of-pocket)</i>
<b>Co-insurance</b> In-network benefit	80%	80%
<b>Hospital Services - Inpatient</b>	80% after deductible	80% after deductible
<b>Emergency Room Treatment</b> (Emergency Situation) Facility Physician	80% after deductible 80% after deductible	80% after \$200 copay 80% after deductible
<b>Urgent Care Center Services</b> Additional services/supplies may incur additional fees	80% after deductible	\$75 copay

<b>Physician Visits</b> Primary Care Physician Specialist	80% after deductible 80% after deductible	\$40 copay \$50 copay
<b>Preventive Care</b> Physician's Services Preventive Testing	100%	100%
<b>Office &amp; Outpatient Surgery</b>	80% after deductible	80% after deductible
<b>Diagnostic Lab and X-Ray - Outpatient</b>	80% after deductible	100%
<b>Major Diagnostic</b> (CT, PET, MRI, MRA and Nuclear Medicine)	80% after deductible	80% after deductible
<b>Prescription Drug Program *</b> <b>Maximum Rx Out-of-pocket</b> Individual Family Retail - 30 day supply Generic Preferred Brand Name Non-Preferred Brand Name Mail Order - 30 day supply	N/A N/A  80% after deductible 80% after deductible 80% after deductible 80% after deductible	\$1,000 \$3,000  \$20 copay \$40 copay \$70 copay Same as retail

### 3.2 Dental Plan Coverage

The City currently provides

- Dual Option Dental Plan through Guardian. The City pays 100% of the employee only DMO premium.
- Current Plan year begins on October 1, 2015 and ends on September 30, 2016.
- The City of Leander dental plan(s) have been insured through Guardian since at least October 1, 2008.
- New hires are eligible for insurance on the 1<sup>st</sup> of the month following date of hire.
- Below is a comparison of the dental plans:

Guardian Dental Benefits			
Plan Types	*DHMO	**Contracted-Value	**Any Dentist-NAP

<b>Type I - Preventive Services</b> Oral examinations, x-rays, cleanings	Copay; See Plan Details	100% - no deductible	100% - no deductible
<b>Type II - Basic Services</b> Fillings, extractions, root canal	Copay; See Plan Details	100% after deductible	80% after deductible
<b>Type III - Major Services</b> Crowns, removable/fixed bridge-work, partial or complete dentures	Copay; See Plan Details	60% after deductible	50% after deductible
<b>Annual Deductible (waived for Type 1)</b>	N/A N/A	\$50 Individual \$150 Family	\$50 Individual \$150 Family
<b>Annual Maximum</b>	Unlimited	\$1,000	\$1,000
<b>Orthodontia</b>	Adult & Child(ren) Limited to \$2,500-\$2,800	Not Covered	Not Covered
<b>Out of Network Claims</b>	Not Covered	Reimbursed at in-network fee schedule	Reimbursed at 90 <sup>th</sup> percentile of UCR

### 3.3 Group Term Life/AD&D Plan

The City currently provides a Basic Life/AD&D plan through Humana.

- The City of Leander Basic Life/AD&D plan has been insured through Humana since October 1, 2007.
- New hires are eligible for insurance on the 1<sup>st</sup> of the month following date of hire.
- Below is a snapshot of the Basic Life/AD&D plan:

#### Humana Basic Term Life and AD&D Benefits

*This plan is 100% paid by City of Leander*

<b>Life Benefit</b>	\$15,000
<b>Guarantee Issue Amount</b>	\$15,000

<b>Age Reduction Schedule</b>	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85+
<b>Accidental Death and Dismemberment (AD&amp;D) Benefit</b>	\$15,000

### 3.4 Group Voluntary Life/AD&D

- The City currently provides Voluntary Life/AD&D through Humana since October 1, 2007.
- Below is a snapshot of the Voluntary Life/AD&D:

Humana Voluntary Life Benefits	
<b>Employee Life Amount</b>	Minimum of \$10,000 to a maximum of \$500,000
<b>Employee AD&amp;D Amount</b>	Equal to Life Benefit
<b>*Employee Guarantee Issue Amount</b>	\$100,000*
<b>Spouse Life Amount</b>	Minimum of \$5,000 to maximum of \$250,000 (cannot exceed 50% of employee's selection.)
<b>*Spouse Guarantee Issue Amount</b>	\$25,000*
<b>Spouse AD&amp;D Amount</b>	Equal to Life Benefit
<b>*Child Life Amount (does not include AD&amp;D)</b>	\$5,000*
<b>Age Reduction Schedule</b>	35% at age 65, 55% at age 70, 70% at age 75, 80% at age 80, 85% at age 85+
<b>Evidence of Insurability</b>	Required if plan has not been previously elected or employee is increasing coverage amount

### 3.5 Group Voluntary Short Term Disability and Voluntary Long Term Disability

- The City currently provides Voluntary Short Term Disability and Voluntary Long Term Disability through Dearborn National since October 1, 2008.
- Below is a snapshot of the current Voluntary Short Term Disability and Voluntary Long Term Disability:



Dearborn National Short-Term Disability Benefits	
<b>Weekly Benefit</b>	60% of basic weekly earnings
<b>Maximum Weekly Benefit</b>	\$750
<b>Elimination Period</b> Accident Benefit Begins Illness Benefit Begins	14 days 14 days
<b>Maximum Benefit Duration</b>	11 weeks or until LTD begins

Dearborn National Long-Term Disability Benefits	
<b>Monthly Benefit</b>	60% of monthly income
<b>Maximum Monthly Benefit</b>	\$5,000
<b>Elimination Period</b>	90 days
<b>Maximum Benefit Duration</b>	5 Years
<b>Own Occupation Limitation</b>	24 months
<b>Mental Health Limitation</b>	24 months
<b>Substance Abuse Limitation</b>	24 months
<b>Pre-existing Limitation</b>	12 / 24
<b>Face-to-Face Counseling</b>	Up to 3 Sessions per Year

### 3.6 Group Voluntary Products – Accident & Cancer

- The City currently provides a Voluntary Accident and Voluntary Cancer plan through Allstate.
- The City is requesting all current participants are grandfathered for both the Accident and Cancer policy.
- Below is a snapshot of the current benefits through Allstate.

#### Allstate Voluntary Accident Benefits

BENEFIT	Employee	Spouse	Children
Accidental Death	\$40,000	\$20,000	\$10,000
Common Carrier Accidental Death	\$200,000	\$100,000	\$50,000
Dismemberment	\$40,000	\$20,000	\$10,000

#### Allstate Voluntary Cancer Benefits

Continuous Hospital Confinement	\$200 per day
Radiation/Chemotherapy for Cancer	Up to \$7,500 per 12 months
Cancer Initial Diagnosis	\$3,000
Wellness Benefit	\$100 per year

## 4.0 Scope of Work

### 4.1 General Requirements

- Transitional Process: The selected carrier shall be responsible for all claims incurred on/or after October 1, 2016. It is imperative that any exclusion, limitations or any other deviation be clearly outlined and discussed. A proposer is expected to explain, in detail, any limitations.
- Commission: No commissions or service fees shall be paid to any party without full disclosure
- Respondents are not required to submit a proposal on all lines specified. Respondent can submit proposals for those lines that it carries or is most competitive on.
- Respondent must be willing to accept EDI file feeds directly from the City of Leander's on-line enrollment vendor, herein Plansource.

- E. Wellness Programs: Please include any wellness initiatives/programs that will be supported by your company. Currently, the City of Leander provides biometric screenings through the medical vendor at no cost to the City nor employee. The City of Leander would like this type of program included in all proposals for medical.
- F. All lines of coverage are to be quoted on a fully insured basis. Please note the alternative quote below regarding the medical plan.
- G. Each proposer should duplicate current benefits (See attached current summary plan documents). **Proposer should also quote the following alternate plan options:**

**Medical:**

- Please provide a medical plan proposal that would be at or below current medical plan rates.
- Other Cost Containment Options including:
  - ACO Option
  - A smaller network for the Base HDHP
  - An EPO for the Base HDHP
- Level Funding Plan and/or Partial Self-Funded Plan
  - 12/15 Contract
  - 125% Aggregate Corridor
  - \$75,000 Individual Stop Loss
  - Medical / Rx covered under both ISL and ASL

**Dental:**

- Provide a buy-up dental plan that includes the following enhancements:
  - Orthodontia coverage for children – 50% to \$2,000 Lifetime Maximum
  - Increase Annual Maximum to \$1500

**Vision:**

- Please provide a true stand-alone Voluntary Vision plan. Currently, the City of Leander only has a discount vision plan through the medical plan(s).
  - \$10 Eye Exam Copay / \$25 Materials Copay
  - \$150 Frame and Contact Lense Allowance
  - 12 / 12 / 24 Frequency

**Basic Life/AD&D:**

- Please provide a proposal for \$50,000 Basic Life/AD&D policy for all eligible employees.

**Voluntary Life/AD&D:**

- Please provide a proposal to include \$10,000 increments instead of the current \$1,000 increments.
- Please confirm that current Voluntary Life elections will be grandfathered.
- Please confirm that you will allow a one-time special open enrollment effective October 1, 2016.

**Voluntary Long Term Disability and Voluntary Short Term Disability:**

- Please provide a proposal to include all employees on a Long Term Disability Plan under an Employer Paid Plan.
- Please provide a proposal to include all employees on a Short Term Disability Plan under an Employer Paid Plan.
- Please price both of the above options separately so the City would not have to purchase LTD in order to secure the STD pricing and vice versa.
- Please confirm that current LTD / STD elections will be grandfathered.
- Please confirm that you will allow a one-time special open enrollment effective October 1, 2016.

**4.2 Necessary Services**

- A. Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA, provide WEB access to plan participants that allows for claim status and offers various customer service functions.
- B. Maintain records and management reports, including claims and accounting information as required by the contract.
- C. Provide timely response to inquiries from plan participants and providers regarding eligibility and status of claim, correspondence, payment, and any other information requested by such parties in a manner that will limit the City's involvement in day-to-day inquiries.
- D. Prepare and review with the Human Resources staff the summary plan documents and enrollment materials. In addition print summary plan documents and enrollment materials, claim forms, and any other communication material as required by the contract.
- E. If respondent uses ID cards, the City prefers respondent mail identification cards to the home address of the employee.
- F. Deliver utilization reports. The City and its consultants need to be able to access standard reports online, preferably in excel format.
- G. Provide online access to additional standard or ad hoc reports as needed by the City. If a specific report cannot be generated online, prepare and provide such to the City electronically.
- H. Meet with representatives of the City's Human Resources Department as often as deemed necessary by the City.
- I. Attend annual Open Enrollment meetings. The Respondent may be required to give employee's additional information on plan types and give oral presentations about types of plans offered to City employees.

#### 4.3 Required Information

- A. Please remember to print a copy of your plan proposal(s) and insert it within your physical copy submission. In preparing your premium quotations, include the signature of your authorized representative.
- B. **Proposal plan forms:** All who submit proposals, including the current carrier or administrator, shall complete the proposal forms provided. An authorized official of the carrier must sign all proposal forms submitted. **Please remember to include a declaration of compliance for HIPAA within your RFP Submission.**
- C. **References:** Include a list of at least four (4) references where like services have been supplied by your company. Include name of firm, address, telephone number and name of representative.
- D. **Debarment Certification:** All respondents are required to sign a certification or acknowledgement stating the Respondent is free from suspension or debarment pursuant to federal regulation 45CFR76. **This form must be signed, and submitted with your Proposal.**
- E. **Conflict of Interest:** No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. The Conflict of Interest Statement is attached to this RFP packet.
- F. **Form W-9:** Please fill out a current IRS Form W-9. Fillable W-9 forms are also available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- G. **Questionnaire:** The questionnaire contains specific questions for your company to answer. Repeat each question with your response in the order provided. Please do not refer to sections of your proposal as this may disqualify your company. Responses should be reflective of current capabilities unless clearly stated otherwise. Your answers should be straightforward and responsive. Please avoid long responses. The answer to each question should be limited to less than 250 words, if possible. In italics, please type your answer directly after each questions, in the order they are asked within this Microsoft Word document.

## 5.0 Respondent Profile

Company Name or D/B/A: \_\_\_\_\_

Telephone Numbers:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If there is no toll free number, does the company accept collect calls? \_\_\_\_\_

### Contacts

Corporate Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

If local contact is the same as corporate contact, check here ☐

Local Contact for this Proposal

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years company has been in business under this name: \_\_\_\_\_

Other company names used with dates, from/to: \_\_\_\_\_

## 6.0 PROPOSAL RESPONSE FORMS

### 6.1 Signature of Acceptance

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The undersigned also does hereby declare that they have read the specifications for Employee Health Benefits for the plan holder, and with full knowledge of the requirements, does hereby agree to furnish the services in full accordance with the specifications and requirements.

The below signature also indicates the following:

- Person or person's interest in this RFP as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The Respondent is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The Respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
- On the event that the RFP is awarded to more than one suppliers, the Respondent signing this RFP agrees that the prices submitted within this RFP will not be changed.

The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.

Full Legal Name of Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
Account Representative & Their Phone Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

## 7.0 Deviation or Compliance Form

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO DEVIATIONS:** In the absence of any deviation entry on this page, Proposer assures the City of Proposer’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

**All Proposers MUST COMPLETE this page.**

**RETURN with Proposal or Proposal will be considered NON RESPONSIVE.**

Our Proposal is submitted according to: \_\_\_\_\_ Deviations listed above

**OR**

\_\_\_\_\_ No Deviations



## **8.0 Release & Indemnification**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF LEANDER, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.**

**9.0 Non-Collusion Acknowledgment**

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**10.0 Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Vendor Name \_\_\_\_\_ Date \_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer printed name: \_\_\_\_\_

E-mail Address \_\_\_\_\_

## **11.0 Cooperative Purchasing**

### **11.1 Interlocal Cooperative Contracting/Purchasing**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Leander's RFP, with the consent and agreement of the successful Proposer(s) and the City of Leander. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Leander is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Leander is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

### **11.2 Cooperative Governmental Purchasing**

Other governmental entities utilizing Interlocal agreements with the City of Leander, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Proposer. All purchases by governmental entities, other than the City of Leander, will be billed directly to and paid by that governmental entity. The City of Leander will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Leander will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Leander.

☐ Yes, others can purchase;

☐ No, only the City of Leander can purchase.

## **12.0 CONFIDENTIALITY OF CONTENT**

- 12. CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- 12.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 13.1** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

### 13.0 ETHICS AND DISCLOSURE

13. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS**: The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:  
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

#### **Sec. 9.05.007 Persons doing business with the city**

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

**Sec. 9.05.009(f)** Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>2</b> Check this box if you are filing an update to a previously filed questionnaire.               </div> </div> <p style="margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>3</b> Name of local government officer with whom filer has employment or business relationship.               </div> </div> <div style="margin-top: 10px; text-align: center;"> <hr style="width: 30%; margin: 0 auto;"/>             Name of Officer           </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px; height: 100px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end; padding: 5px;"> <div style="width: 60%;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>             Signature of person doing business with the governmental entity           </div> <div style="width: 35%;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>             Date           </div> </div> </div>		

Adopted 06/29/2007

**Form W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,